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CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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DMR

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

WILLIAM FARRELL, on his own behalf
and on behalf of all others similarly
situated,

Plaintiff,

v.

OPENTABLE, INC., a Delaware
corporation d/b/a OpenTable.com,

Defendants,

CV 11 1785

CLASS ACTION COMPLAINT FOR:

- (1) VIOLATIONS OF THE CREDIT CARD ACCOUNTABILITY RESPONSIBILITY AND DISCLOSURE ACT AND THE ELECTRONIC FUNDS TRANSFER ACT, 15 U.S.C. §1693 *et seq.*;
- (2) VIOLATION OF CALIFORNIA CIVIL CODE SECTION *et seq.*;
- (3) VIOLATIONS OF CALIFORNIA'S UNFAIR COMPETITION LAW, CAL. BUS. & PROF. CODE § 17200;
- (4) BREACH OF CONTRACT;
- (5) RESTITUTION/UNJUST ENRICHMENT.

DEMAND FOR JURY TRIAL

1 **CLASS ACTION COMPLAINT**

2 Plaintiff William Farrell ("Plaintiff"), for his Class Action Complaint, alleges as follows
 3 upon personal knowledge as to himself and his own acts and experiences and, as to all other
 4 matters, upon information and belief based upon, *inter alia*, investigation conducted by his
 5 attorneys:

6 **Introduction**

7 1. Plaintiff's claims herein are based upon Defendant OpenTable, Inc.'s (d/b/a
 8 OpenTable) ("OpenTable") illegal practices related to online gift certificate sales.

9 2. OpenTable is a company that sells, issues, and seeks to sell and issue, through its
 10 so-called "Spotlight Deals," gift certificates to consumers throughout the country. OpenTable
 11 claims to offer consumers benefits including exclusive offers and savings in the purchase of said
 12 gift certificates. Unfortunately, such benefits do not extend to complying with the law.

13 3. In violation of California law, which is OpenTable's choice of law as stated on
 14 their website, www.opentable.com, in attempting to make sales of its gift certificates to the
 15 merchants, OpenTable knowingly and intentionally place expiration dates on its gift certificates
 16 in violation of California Civil Code Section 1749.5 ("California Gift Certificate Law"), the
 17 Credit Card Accountability Responsibility and Disclosure Act, PL 111-24, May 22, 2009
 18 ("CARD Act") and the Electronic Funds Transfer Act ("EFTA"), 15 U.S.C. § 1693 *et seq.*
 19 (hereafter, except where otherwise noted, collectively referred to as the "CARD Act").
 20

21 4. In violation of California law, OpenTable knowingly and intentionally employs a
 22 business model designed to systematically deceive its customers by selling gift certificates
 23 ("certificates") that contain an expiration date. (*See* Cal. Civ. Code § 1749.5(a)(1) ("It is
 24 unlawful for any person or entity to sell a gift certificate to a purchaser that contains ... an
 25 expiration date"). Similarly, such expiration dates are also illegal under the CARD Act and
 26 EFTA.

27 5. OpenTable's business model is specifically designed to encourage abuse by the
 28 companies that redeem the certificates ("merchants"), which is fostered by OpenTable's lack of

Nature of the Claim

8. OpenTable advertises itself as being able to negotiate “delicious deals” with restaurants to reduce consumers’ purchase prices.

10. The consumer agrees to purchase the gift certificate for a specified amount of money, and is told that, despite being subjected to an illegal expiration date, refunds are granted at the sole discretion of OpenTable. (*See Exhibit A, a true and accurate copy of Terms of Use*). Consumers are then instructed to print out their certificate and take it to the respective merchants for redemption of goods and/or services. (*See Exhibit B, a true and accurate copy of certificate issued by OpenTable*).

12. Opentable's imposition of illegal expiration dates on its consumers result in unjust gains for OpenTable to the detriment of the consumer. Specifically, in direct violation of

1 California's Gift Certificate Law and the CARD Act, OpenTable sells gift certificates that have
2 an illegal and deceptive expiration period.

3 **Parties**

4 13. **Plaintiff William Farrell:** Plaintiff is a resident of Boston, Massachusetts.
5 Plaintiff purchased a gift certificate from OpenTable.

6 14. **Defendant OpenTable, Inc. d/b/a OpenTable:** OpenTable is an Internet seller
7 of gift certificates. OpenTable is a Delaware corporation that is headquartered in San Francisco,
8 California.

9 **Jurisdiction and Venue**

10 15. This Court has subject matter jurisdiction over Plaintiff's claims arising under the
11 laws of the United States pursuant to 28 U.S.C. § 1331, and, as to all other pendant state claims,
12 pursuant to 28 U.S.C. § 1367.

13 16. This Court has personal jurisdiction over OpenTable because it maintains its
14 corporate headquarters in this District and the improper conduct alleged in the Complaint
15 occurred in, was directed and/or emanated from this District.

16 17. Venue is appropriate in this District for the adjudication of this controversy
17 because a substantial part of the events giving rise to Plaintiff's claims occurred in this District.

18 18. Furthermore, OpenTable's Terms of Use state that all parties consent to the
19 jurisdiction of the State of California, County of San Francisco. (Ex. A).

20 **Intradistrict Assignment**

21 19. Pursuant to Civil Local Rule 3-2(e), this case shall be assigned to the San
22 Francisco Division.

23 **Facts Regarding Plaintiff**

24 20. On or about December 1, 2010, Plaintiff, after being e-mailed an advertisement
25 from OpenTable, purchased a gift certificate from OpenTable that was redeemable at The
26 Elephant Walk, a merchant located in Boston, Massachusetts. (Ex. B).

27 21. Under the terms of the contract, Plaintiff was required to pay OpenTable monies
28

1 in exchange for a gift certificate redeemable for \$50.00 worth of goods and/or services at The
2 Elephant Walk. (Ex. A).

3 22. The gift certificate, in the "fine print section," states that the certificate expires on
4 December 1, 2011.

5 23. After making payment, OpenTable e-mailed Plaintiff a certificate to the Elephant
6 Walk, which contained an illegal expiration date. (Ex. B).

7 **Class Allegations: Plaintiff Class and Subclass**

8 24. Plaintiff brings this action pursuant to Code of Civil Procedure § 382 on behalf of
9 themselves and a Class and Subclass:

10 (a) **The Expiration Class:** All persons who contracted with OpenTable at any time
11 through the present for purchase of a gift certificate and received a gift certificate
12 that contained an expiration date.

13 (b) **The Unused Certificate Subclass:** All members of the Class who contracted
14 with OpenTable at any time through the present for purchase of a gift certificate
15 for use at one of the Merchants and received a gift certificate that contained an
16 expiration date and have not yet redeemed the certificate for goods and/or
17 services.

18 Excluded from the Class and Subclass are (i) any judge presiding over this action and
19 members of their families; (ii) OpenTable, any Merchant, or their subsidiaries, parents,
20 successors, predecessors, and any entity in which OpenTable, any Merchant or their parents have
21 a controlling interest and their current or former employees, officers and directors; (iii) persons
22 who properly execute and file a timely request for exclusion from the Class; and (iv) the legal
23 representatives, successors or assigns of any such excluded persons.

24 25. **Numerosity:** The exact number of Class members is unknown to Plaintiff at this
25 time, but on information and belief, OpenTable has contracted with thousands of Class members
26 throughout the country, making joinder of each individual member impracticable. Ultimately,
27 the Class and Subclass members will be easily identified through OpenTable's records.
28

1 26. **Commonality and Predominance:** Common questions of law and fact exist as
 2 to all members of the Class and Subclass and predominate over any questions affecting only
 3 individual members.

4 (a) Whether OpenTable sold "gift certificates," as that term is defined under 15
 5 U.S.C. 1693l-1(a)(2)(A) and/or California Civil Code Section 1749.6 (a) to
 6 members of the Class and Subclass containing an expiration date in direct
 7 violation of Federal and/or California law;

8 (b) whether OpenTable's practices violate Federal and/or California law;

9 (c) whether OpenTable's practices violate the public policy of the State of California;

10 (d) whether OpenTable was unjustly enriched as a result of receiving payments from
 11 Plaintiff, the Class, and Subclass; and

12 (e) whether Plaintiff, the Class, and Subclass are entitled to relief, and the nature of
 13 relief.

14 27. **Typicality:** Plaintiff's claims are typical of the claims of the other members of
 15 the Class. Plaintiff, the Class, and Subclass sustained damages as a result of OpenTable's
 16 uniform wrongful conduct during transactions with Plaintiff, the Class, and Subclass.

17 28. **Adequate Representation:** Plaintiff will fairly and adequately represent and
 18 protect the interest of the Class and Subclass, and has retained counsel competence and
 19 experience in complex litigation and class actions. Plaintiff has no interest antagonistic to those
 20 of the Class or Subclass, and OpenTable has no defenses unique to Plaintiff.

21 29. **Appropriateness:** The class action is appropriate for certification because class
 22 proceedings are superior to all other available methods for the fair and efficient adjudication of
 23 this controversy and joinder of all members of the Class and Subclass is impracticable. The
 24 damages suffered by the individual members of the Class and Subclass will likely be small
 25 relative to the burden and expense of individual prosecution of the complex litigation
 26 necessitated by OpenTable's wrongful conduct. Thus, it would be virtually impossible for the
 27 individual members of the Class and Subclass to obtain effective relief from OpenTable's
 28

1 misconduct. Even if members of the Class and Subclass could sustain such individual litigation,
 2 it would not be preferable to a class action because individual litigation would increase the delay
 3 and expenses to all parties due to the complex legal and factual controversies presented in this
 4 Complaint. By contrast, a class action presents far fewer management difficulties and provides
 5 the benefits of single adjudication, economy of scale, and comprehensive, supervision, by a
 6 single court. Economies of time, effort, and expense will be fostered and uniformity of decisions
 7 will be ensured.

8 30. **Policies Generally Applicable to the Class:** This class action is also appropriate
 9 for certification because OpenTable has acted or refused to act on grounds generally applicable
 10 to the Class and Subclass, thereby requiring the Court's imposition of uniform relief to ensure
 11 compatible standards of conduct toward the members of the Class and Subclass, and making
 12 final injunctive relief appropriate with respect to the Class and Subclass as a whole.
 13 OpenTable's policies challenged herein apply and affect members of the Class and Subclass
 14 uniformly and Plaintiff's challenge of these policies hinges on OpenTable's conduct with respect
 15 to the Class and Subclass as a whole, not on facts or law applicable only to Plaintiff.

16 31. Plaintiff reserves the right to revise the Class and Subclass definitions based upon
 17 information learned through discovery.

18
 19 **Count I: Violations of the Credit Card Accountability Responsibility and Disclosure Act**
 20 **and Electronic Funds Transfer Act, 15 U.S.C. §1693 *et seq.***
 21 **(On behalf of Plaintiff, the Class, and Subclass)**

22 32. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

23 33. The CARD Act, which amended EFTA, prohibits the sale or issuance of
 24 certificates that contain a period of expiry of less than five (5) years.

25 34. The certificated that OpenTable sold to Plaintiff, the Class and Subclass are "gift
 26 certificates" as defined by the CARD Act, because they are: (i) redeemable at a single merchant
 27 or an affiliated group of merchants that share the same name, mark, or logo; (ii) issued in a
 28 specified amount that may not be increased or reloaded; (iii) purchased on a prepaid basis in

1 exchange for payment; and (iv) honored upon presentation by such single merchant or affiliated
2 group of merchants for goods or service.

3 35. OpenTable violated the CARD Act by selling gift certificates that contain
4 expiration dates of less than five (5) years to Plaintiff, the Class, and Subclass.

5 36. OpenTable issues such gift certificates electronically.

6 37. By including the prohibited expiration date on the gift certificates it sells,
7 OpenTable violates the CARD Act to the detriment of Plaintiff, the Class, and Subclass.

8 38. As a proximate and direct result of OpenTable's violations of the Card Act as
9 described herein, Plaintiff, the Class, and Subclass have suffered actual damages.

10
11 **Count II: Violation of California Civil Code Section 1749 *et seq.***
12 **(On Behalf of Plaintiff, the Class, and Subclass)**

13 39. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

14 40. OpenTable illegally sells and collects monies from the Plaintiff, the Class and the
15 Subclass for gift certificates that unlawfully contain expiration dates.

16 41. By including the prohibited expiration date in the gift certificates they sell,
17 OpenTable violates Cal. Civ. Code § 1749.5(a)(1) to the detriment of Plaintiff, the Class, and
18 Subclass.

19 42. As a result of OpenTable's violations of Cal. Civ. Code § 1749.5(a)(1) as
20 described herein, Plaintiff, the Class, and Subclass have suffered actual damages.

21 **Count III: Violation of California's Unfair Competition Law**
22 **Cal. Bus. & Prof. Code §§ 17200, *et seq.***
23 **(On Behalf of Plaintiff and the Class)**

24 43. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

25 44. California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§
26 17200, *et seq.*, protects both consumers and competitors by promoting fair competition in
27 commercial markets for goods and services.

28 45. The UCL prohibits any unlawful, unfair or fraudulent business act or practice. A

1 business practice need only meet one of the three criteria to be considered unfair competition.
 2 An unlawful business practice is anything that can properly be called a business practice and that
 3 at the same time is forbidden by law.

4 46. OpenTable has violated the unfair prong of the UCL in that, as described above, it
 5 issued and sold gift certificates with illegal and/or deceptive expiration periods. OpenTable
 6 continues to profit from its unfair acts.

7 47. OpenTable has violated the unlawful prong of the UCL in that Defendant's
 8 conduct violates, as discussed above, the CARD Act and EFTA and the California Gift
 9 Certificate Law.

10 48. OpenTable's actions caused and continue to cause substantial injury to Plaintiff,
 11 the Class, and Subclass. Plaintiff, the Class, and Subclass have lost monies as a result of
 12 OpenTable's actions.

13 49. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiff seeks an order of this Court
 14 permanently enjoining OpenTable from continuing to engage in the unfair and unlawful conduct
 15 described herein. Plaintiff seeks an order requiring Defendant to (1) immediately cease the
 16 unlawful practices stated in this Complaint, and (2) pay attorney's fees and costs pursuant to Cal.
 17 Code Civ. Proc. § 1021.5.

18
 19 **Count IV: Breach of Contract**
 20 **(On behalf of Plaintiff, the Class, and Subclass)**

21 50. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

22 51. Plaintiff and members of the Class and Subclass entered into agreements with
 23 OpenTable whereby OpenTable agreed to sell and Plaintiff agreed to buy gift certificates to a
 24 merchant.

25 52. OpenTable expressly and/or impliedly agreed to provide Plaintiff, the Class, and
 26 Subclass a product without an expiration date. At no time prior to or after purchase, did
 27 Defendant require Plaintiff to "click" to signify acquiescence to an expiration date, illegal or
 28

1 otherwise.

2 53. OpenTable further expressly and/or impliedly agreed to carry out its obligations
3 in good faith and fair dealing. OpenTable breached its contractual obligations by providing
4 Plaintiff and the Class and Subclass with additional and illegal terms containing an expiration
5 date.

6 54. OpenTable further breached its contractual obligations, including its contractual
7 obligation of good faith and fair dealing, by knowingly adding the illegal expiration dates despite
8 knowledge that its post-contractual terms were in violation of Federal and California law.

9 55. Plaintiff and the Class and Subclass have performed their obligations under the
10 contracts. The aforementioned breaches of contract have proximately caused Plaintiff, the Class,
11 and subclass economic injury and other damages.

12
13 **Count V: Restitution/Unjust Enrichment**
14 **(On behalf of Plaintiff, the Class, and Subclass)**

15 56. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

16 57. OpenTable has knowingly received and retained benefits from Plaintiff, the Class,
17 and Subclass under circumstances that would render it unjust to allow OpenTable to retain such
18 benefits.

19 58. By requiring Plaintiff, the Class, and Subclass to pay upfront monies and then
20 adding additional terms, OpenTable knowingly received and appreciated benefits at the expense
21 and to the detriment of Plaintiff, the Class, and Subclass.

22 59. OpenTable's receipt of monies from Plaintiff, the Class, and Subclass, allowed
23 them to utilize those monies for its own purposes, without expending resources to perform its
24 obligations under the contract.

25 60. OpenTable appreciates and/or has knowledge of that benefit.

26 61. Under principles of equity and good conscience, OpenTable should not be
27 permitted to retain the monies belonging to Plaintiff, the Class, and Subclass that were paid in
28 the form of payment for gift certificates, and that OpenTable unjustly received as a result of its

1 misconduct alleged herein.

2 **Prayer for Relief**

3 WHEREFORE, Plaintiff William Farrell, on his own behalf and on behalf of the Class
4 and Subclass, prays that the Court enter an order and judgment in his favor and against
5 OpenTable as follows:

- 6 (a) Certifying this case as a class action;
- 7 (b) Designating Plaintiff as Class Representative and his attorneys as Class Counsel;
- 8 (c) Granting such injunctive relief that is necessary to protect the Plaintiff, the Class,
9 and the Subclass;
- 10 (d) Granting equitable and injunctive relief to Plaintiff and the Class for Count V,
11 including restitution, disgorgement, and an accounting of all revenue gained by
12 OpenTable through their unlawful conduct alleged herein;
- 13 (e) Awarding Plaintiff, the Class, and the Subclass actual damages;
- 14 (f) Awarding Plaintiff, the Class, and the Subclass statutory damages;
- 15 (g) Awarding Plaintiff, the Class, and the Subclass reasonable costs and attorneys'
16 fees;
- 17 (h) Awarding Plaintiff, the Class, and the Subclass pre- and post-judgment interest;
18 and
- 19 (i) Granting such other and further relief as the Court deems equitable and just.

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff requests trial by jury of all matters that can be so tried.
22
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1
2 Dated: April 12, 2011

William Farrell, individually
and on behalf of all others similarly
situated,

3
4
5 By: /s/ Sean Reis
One of his attorneys

6
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17 * *Pro hac vice* admittance to be sought
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EXHIBIT A



Restaurant Reservations - Free • Instant • Confirmed

[OpenTable Home](#) [Sign In](#) [Join](#) [How It Works](#) [Help](#)

Chicago

Today's Spotlight

Recent Deals

Acceptance of Terms

Promotional Vouchers

The following terms and conditions in addition to the [OpenTable User Agreement](#) and the [OpenTable Privacy Policy](#) (collectively, "OpenTable Policies") govern the purchase of any promotional voucher from the OpenTable Site (hereinafter "Voucher"). BY PURCHASING A VOUCHER YOU ("YOU" OR "USER") KNOWINGLY ACCEPT AND ACKNOWLEDGE OPENTABLE POLICIES. IF YOU DO NOT AGREE TO THE OPENTABLE POLICIES, PLEASE DO NOT PURCHASE ANY VOUCHERS.

OpenTable shall provide Users with the opportunity to purchase Vouchers from certain Restaurants. All Vouchers obtained from the OpenTable Site are Vouchers that may be purchased from participating Restaurants through OpenTable to be used in exchange for services at a discount from their actual cost.

1. By placing an order for a Voucher from a Restaurant through OpenTable, you make an offer to purchase the Vouchers you have selected and you agree to the OpenTable Policies and fine print listed within the Voucher offer. You are required to create an account and become a Registered User of OpenTable in order to purchase any Voucher. This is required so we can provide you with easy access to print your orders, view your past purchases, modify your preferences, and to ensure permissible use of the Voucher.

2. The following shall be applicable to all Vouchers sold through OpenTable:

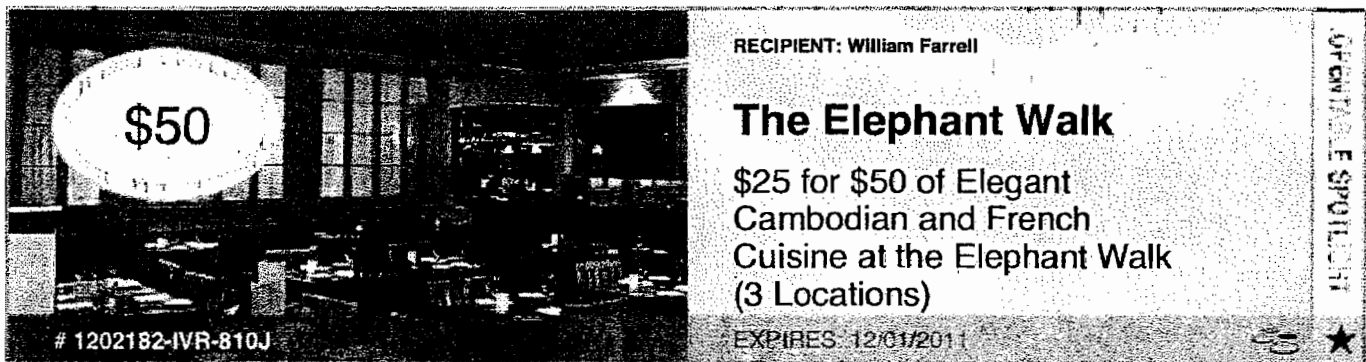
- Use of Vouchers for alcoholic beverages is at the sole discretion of the Restaurant and is subject to compliance with applicable law. All purchases of Vouchers may have statutory limitations on the amount of the Voucher value that can be redeemed for alcoholic beverages. Compliance with state statutes or codes is the responsibility of the Restaurant. OpenTable's sole role in the transaction is as a marketing agent for the Restaurant and the applicability and compliance with any relevant statute or code is solely determined and consummated by the Restaurant, and OpenTable has no role in such determination or action on the part of the Restaurant.
- Vouchers cannot be combined with any other restaurant vouchers, third party certificates, coupons, or promotions, unless otherwise permitted by Restaurant.
- Vouchers cannot be used for taxes, tips or prior balances, unless permitted by the Restaurant.
- Vouchers are redeemable in their entirety and on a one time basis only and may not be redeemed incrementally. The issuing of restaurant credit is at the sole discretion of the Restaurant and Vouchers have no cash value unless otherwise required by applicable law.
- Neither OpenTable nor the Restaurant is responsible for lost or stolen Vouchers or Voucher reference numbers.
- Reproduction, sale or trade of a Voucher is prohibited unless done so in compliance with applicable law.
- Any attempted redemption not consistent with these terms & conditions will render the Voucher void.
- Void to the extent prohibited by law.

3. The Voucher you purchase through OpenTable is redeemable for services by the Restaurant. The Restaurant, not OpenTable, is the seller of the Voucher and the services and is solely responsible for redeeming any Voucher you purchase. The Restaurant shall be fully responsible for any and all injuries, illnesses, damages, claims, liabilities and costs suffered by or in respect of a customer, caused in whole or in part by the Restaurant, as well as for any unclaimed property liability arising from unredeemed Vouchers or portions thereof. You waive, and release OpenTable and its officers, directors, employees and agents from, any claim, liabilities, damages, or injury arising from or related to any act or omission of Restaurant in connection with a Voucher or the services provided in connection therewith and/or as it relates to compliance with applicable unclaimed property and other laws relating to the redemption of the Vouchers or any portion thereof.

4. While the expiration date on the Voucher dictates the last date that you can use your Voucher at the Restaurant for the promotional offer stated on the Voucher, applicable law may provide that the Restaurant is responsible for redeeming or honoring the cash value that you paid for your Voucher for a period of time beyond the expiration date stated on the Voucher. If a Restaurant has refused to redeem the cash value of an expired Voucher or to redeem the Voucher for the promotional offer stated on the Voucher then please contact OpenTable in writing and OpenTable may, at its sole discretion or if applicable law requires, refund the purchase price of the Voucher in either U.S. Dollars or credit for purchases of future Vouchers from OpenTable.

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EXHIBIT B



Present this Spotlight certificate at the start of your meal so the restaurant can apply the discount to your bill.

For help regarding this certificate, please call (800) 673-6822

Details

Valid at all 3 locations - Boston, Cambridge, and Waltham.
Tax and 18% gratuity will be added to the final bill.
Expires in 1 year - December 1, 2011.

As with all Spotlight deals:
Limit 1 certificate per party per visit.
Only valid for parties of 2 or more.
Not valid with any other offers.
Dine-In only.
No cash value or cash back.
Entire amount must be used in 1 visit.
Tax and gratuity are not included. Please tip your server as you would on the full price of the meal. (Exception noted above.)

SPOTLIGHTS DELIGHT! GIFT THIS DEAL TODAY.

CUT OR TEAR



The Elephant Walk

900 Beacon Street

Boston, Massachusetts 02215

<http://www.opentable.com/the-elephant-walk-boston>

Phone: (617) 247-1500

